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Friant Water Users Authority and Proposed Substituted
Defendant-Intervenor Friant Water Authority

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

NATURAL RESOURCES DEFENSE
COUNCIL, INC., et al.,

Plaintiffs,

v.

KIRK RODGERS, a Regional Director of
the UNITED STATES BUREAU OF
RECLAMATION, et al.,

Defendants.

ORANGE COVE IRRIGATION
DISTRICT, et al.,

Defendants-Intervenors.

Case No. S-88-1658-LKK/GGH

Judge: Hon. Lawrence K. Karlton

**STIPULATION AND ORDER
SUBSTITUTING PARTY**

[Fed. R. Civ. P. 25(c)]

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INTRODUCTION

WHEREAS, proposed substituted Defendant-Intervenor Friant Water Authority (“FWA”), proposed to be substituted for Defendant-Intervenor Friant Water Users Authority (“FWUA”), represents that it is a California Joint Powers Authority created pursuant to the California Joint Exercise of Powers Act (California Gov. Code §§ 6500 et seq.);

WHEREAS, FWUA and FWA each represent and warrant to the Court, Plaintiffs, Federal Defendants and the Friant Defendants that their powers pursuant to their respective joint powers agreements are substantially similar; that their respective memberships are at this time identical; and that FWA’s membership includes, but is not limited to, the following irrigation and water districts, each and every one of which is also at this time a member of FWUA, and each and every one of which is presently a party in the within action and defined as a “Friant Party” in Definition (g) at Page 3 of the parties’ Stipulation of Settlement, approved by the court’s order entered herein on October 23, 2006 (Doc. #1376) (“Stipulation of Settlement”): Arvin-Edison Water Storage District, Delano-Earlimart Irrigation District, Exeter Irrigation District, Ivanhoe Irrigation District, Lindmore Irrigation District, Lindsay-Strathmore Irrigation District, Madera Irrigation District, Orange Cove Irrigation District, Porterville Irrigation District, Saucelito Irrigation District, Shafter-Wasco Irrigation District, Stone Corral Irrigation District, Tea Pot Dome Water District¹, Terra Bella Irrigation District, and Tulare Irrigation District;

WHEREAS, FWUA and FWA additionally each represent and warrant to the Court, Plaintiffs, Federal Defendants and the Friant Defendants that Fresno Irrigation District and Lower Tule River Irrigation District, each of which is named among the “Friant Division long-term contractors” in Definition (e) at Page 2 of the aforementioned Stipulation of Settlement, is each a member of both FWA and FWUA;

WHEREAS, FWUA and FWA additionally each represent and warrant to the Court, Plaintiffs, Federal Defendants and the Friant Defendants that Defendants and Intervenor

¹ . In certain documents in this matter, including the Stipulation of Settlement, Defendant-Intervenor Tea Pot Dome Water District is referred to as “Teapot Dome Water District.” The correct name of the agency is Tea Pot Dome Water District, and all parties hereto agree that Tea Pot Dome Water District and “Teapot Dome Water District” are one and the same entity.

1 Chowchilla Water District and Southern San Joaquin Municipal Utility District were members of
2 FWUA at the time of entry of the aforementioned Stipulation of Settlement and that neither is
3 presently a member of either FWA or FWUA; however, each joins with all other parties in
4 stipulating to the substitution proposed herein; and,

5 WHEREAS, under Paragraph 40 of the Stipulation of Settlement, the Stipulation of
6 Settlement is binding upon all successors and assigns of FWUA:

7
8 **STIPULATION**

9 THEREFORE, FWUA and FWA represent and between themselves stipulate that FWA
10 has assumed all activities, functions, resources, contracts, obligations, and debts of FWUA,
11 including but not limited to all rights, benefits, responsibilities and obligations arising from the
12 within matter, and more particularly has agreed to be bound by all terms and conditions of the
13 aforementioned Stipulation of Settlement and the San Joaquin River Restoration Settlement Act
14 (P.L. 111-11). Furthermore, the Chairman of each such Board and the General
15 Manager/Consulting General Manager of each of FWA and FWUA, either acting alone on behalf
16 of his respective entity, is authorized to execute all documents related thereto; and

17 FURTHER, based on the foregoing representations and warranties, which are
18 incorporated here, all parties herein, by and through their respective attorneys of record, stipulate
19 and agree as follows:

- 20 1. Upon entry of an Order approving this Stipulation;
- 21 a. FWUA shall no longer be a party to the within action;
- 22 b. FWA shall be substituted as a party in the within action in the place and
- 23 stead of FWUA, and shall be bound by all proceedings and Orders issued
- 24 herein, including but not limited to the Order approving Stipulation of
- 25 Settlement (Doc. # 1376);
- 26 c. FWA shall be subject to the San Joaquin River Restoration Settlement Act
- 27 (P.L. 111-11) as if it were a party to the Stipulation of Settlement at the
- 28 time the San Joaquin River Restoration Settlement Act was enacted into

1 law and be bound by all actions taken to implement the Settlement to date;
2 and,

3 d. FWA hereby acknowledges actual notice of the within action and all files
4 herein, subjects itself to the jurisdiction of this court in the within action,
5 and agrees to accept notice and service of process by and through its
6 attorneys of record herein.

7 2. This substitution of FWA in place of FWUA is made pursuant to Federal Rule of
8 Civil Procedure 25(c);

9 3. This Stipulation may be executed in counterparts, including multiple signature
10 pages and signature pages executed and transmitted electronically, all electronically executed
11 copies shall be deemed originals for all purposes, and all executed counterparts shall be deemed a
12 single document for all purposes; and,

13 4. The parties agree upon the entry of, and respectfully request of the court that it
14 enter herein in the form attached and incorporated herein, its Order approving this Stipulation.

1 IT IS SO STIPULATED.

2
3 DATED: July 20, 2010

4 NATURAL RESOURCES DEFENSE COUNCIL,
5 SHEPPARD MULLIN RICHTER & HAMPTON LLP
6 ALTSHULER BERZON LLP

7 By /S/ Hamilton Candee
8 Hamilton Candee
9 Attorneys for Plaintiffs
10 Natural Resources Defense Council, *et al.*

11
12 DATED: July 16, 2010

13 UNITED STATES DEPARTMENT OF JUSTICE
14 NATURAL RESOURCES SECTION, ENVIRONMENT &
15 NATURAL RESOURCES DIVISION

16 By /S/ Stephen M. Macfarlane
17 David B. Glazer
18 Stephen M. Macfarlane
19 Attorneys for Defendants
20 KIRK RODGERS, *et al.*

21
22 DATED: July 14, 2010

23 By /S/ Ronald D. Jacobsma
24 Ronald D. Jacobsma
25 Consulting General Manager, Friant Water Users Authority
26 General Manager, Friant Water Authority

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1 DATED: July 19, 2010

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3 DOOLEY HERR PELTZER & RICHARDSON, LLP

4 By /S/ Alex M. Peltzer
5 Alex M. Peltzer
6 Attorneys for Defendants-Intervenors,
Porterville Irrigation District, Stone Corral Irrigation District,
Tea Pot Dome Water District, and Tulare Irrigation District

7 DATED: July 15, 2010

8
9 SOMACH SIMMONS & DUNN

10 By /S/ Jacqueline McDonald
11 Jacqueline McDonald
12 Attorneys for Defendants-Intervenors,
Saucelito Irrigation District

13 DATED: July 13, 2010

14
15 MINASIAN, SPRUANCE, MEITH, SOARES & SEXTON, LLP

16 By /S/ Jeffrey A. Meith
17 Jeffrey A. Meith
18 Attorneys for Defendants-Intervenors,
Delano-Earlimart Irrigation District, Exeter Irrigation
19 District, Ivanhoe Irrigation District, Lindmore
20 Irrigation District, Lindsay-Strathmore Irrigation
District, Orange Cove Irrigation District, and Terra Bella
Irrigation District

21 DATED: July 17, 2010

22
23 YOUNG WOOLDRIDGE, LLP

24 By /S/ Ernest A. Conant
25 Ernest A. Conant
26 Attorneys for Defendants-Intervenors,
Arvin-Edison Water Storage District, Shafter-Wasco
27 Irrigation District, and Southern San Joaquin
Municipal Utility District

1 DATED: July 30, 2010

2 STAMMER, MCNIGHT, BARNUM & BAILEY LLP

3
4 By /S/ Bruce J. Berger
5 Bruce J. Berger
6 Attorneys for Defendant-Intervenor,
7 Chowchilla Water District

8 DATED: July 16, 2010

9 STOEL RIVES, LLP

10 By /S/ Michael A. Campos
11 Michael A. Campos
12 Attorneys for the Defendant-Intervenor,
13 Madera Irrigation District
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ORDER

Pursuant to the foregoing stipulation of the parties, and good cause appearing therefore:

IT IS HEREBY ORDERED that the foregoing Stipulation be and hereby is approved.

IT IS FURTHER ORDERED that pursuant to Rule 25(c) of the Federal Rules of Civil Procedure, Friant Water Authority is hereby substituted in the place and stead of Friant Water Users Authority.

Dated: August 4, 2010


LAWRENCE K. KARLTON
SENIOR JUDGE
UNITED STATES DISTRICT COURT